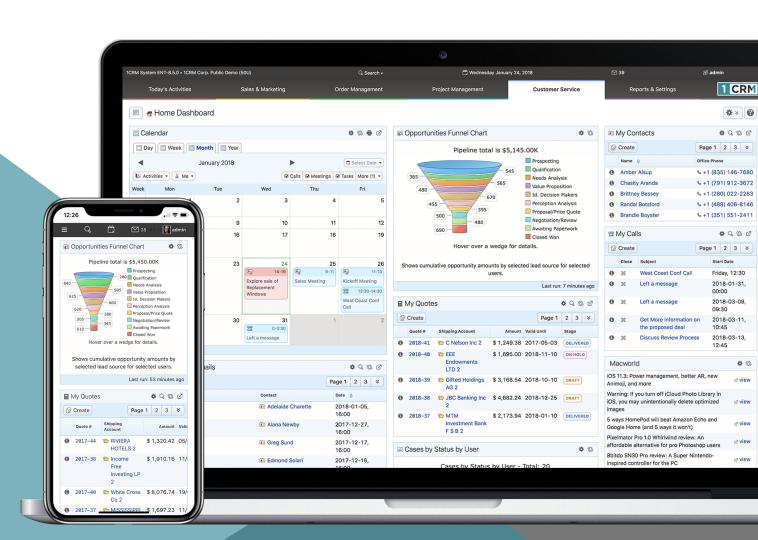# 1CRM CLOUD

Service Level Agreement

Background

This Service Level Agreement ("SLA") defines the minimum guaranteed level of Service 1CRM Systems Corp. ("1CRM") must provide to any Client using the Professional or Enterprise Edition of the 1CRM Cloud service, or any add-on services provided therewith.

Disclaimer

While every effort has been made to ensure the accuracy and completeness of information included in this document, no guarantee is given, or responsibility taken by 1CRM Systems Corp. for errors and omissions.

1.0 Parties

This Agreement is applicable to any Client of 1CRM that meets the following criteria:

a)   The Client (or any authorized signing entity on behalf of the Client) has signed and authorized a valid Initial Purchase Order ("IPO") which meets the minimum requirements of the 1CRM Cloud service. This IPO must include a minimum of 5 user licenses of the 1CRM Cloud service, and must be valid for a duration of no less than three months from signing date.

b)   The Client's account must not be in arrears. All invoices to date must be paid. Once a Client's account falls into arrears, all obligations of 1CRM to honour this SLA are null and void.

c)   1CRM Clients with customized versions of the 1CRM.com service are restricted from entering into this agreement. Customized users of the 1CRM Cloud service are provided with a different SLA depending upon the level of customization.

d)   This Agreement does not apply to users of the 1CRM Appliance Server.

1CRM enters into an agreement with any party that meets the above criteria in good faith upon the date that the qualified IPO is signed and authorized by both parties.

2.0 Entire Agreement

This contract and all sections thereof, represent the entire SLA between 1CRM and its Clients. All other former dialogue, whether written, verbal, electronic, or otherwise, should be considered null and void upon qualification for admittance into this Agreement, except where such dialogue or communication is referenced specifically within the terms of this Agreement. All sections of this Agreement are found to be enforceable. If any sections of this Agreement are not enforceable by a court of law, all other sections shall remain in full effect, and the non-enforceable section shall be enforced to the fullest extent of the law.

3.0 The Service

The 1CRM Cloud service ("The Service") will be delivered at least on par with the description of The Service found on the 1CRM website, located at http://www.1crm.com. The features included therein, to any qualified 1CRM Clients, will be available in conjunction with the description of the service purchased on the Initial Purchase Order. The description of The Service will be modified from time to time as new updates are made to the 1CRM application. It is the Client's sole responsibility to actively monitor the description of The Service, and The Service itself. The Client must report any inconsistencies between the description of The Service and The Service to 1CRM as soon as realistically possible. 1CRM has a system uptime guarantee of 99.8%.

4.0 Service Usage

The Client agrees to use The Service within the confines of the 1CRM Terms of Service Agreement, located at http://www.1crm.com/service-terms.html, which may be amended from time to time. 1CRM will endeavour to inform Clients of any changes in the Terms of Service Agreement; however it is still the Client's sole responsibility to review the 1CRM Terms of Service Agreement periodically.

5.0 Fees and Payments

The Client, as authorized by an officer or signing authority with The Client's organization on the IPO, hereby agrees to be bound to the terms described within the IPO for the duration described in the same document. If The Client fails to make payment on any of the invoices billable to The Client, The Client hereby forgoes admittance into the terms of this agreement. 1CRM, in its own discretion, reserves the right to suspend or terminate service to any Client found to be in arrears, and may hold the Client's data as collateral until the Client's account is current, or other negotiations are made.

6.0 Proprietary Rights

1CRM, it's officers and employees, subsidiaries and affiliates, maintain full ownership of all proprietary information, including but not limited to: compiled source code, images, trade secrets, documents published on the 1CRM website or abroad, as well as other verbal, written or otherwise communicated proprietary information, that can be found while utilizing The Service, or browsing the 1CRM website, or any of its affiliates. These proprietary rights maintain ownership with 1CRM or its affiliates, and may not be reproduced, copied, or used in anything other than their intended usage, unless prior consent, in writing, from an authorized signing authority from 1CRM is obtained. Entities wishing to obtain consent for such an endeavour should contact 1CRM at their earliest convenience.

7.0 Customer Rights

The Client maintains full ownership of their data at all times, and under no circumstances does 1CRM utilize, transmit or copy a Client's data, except when authorized by The Client or during normal usage of the 1CRM Cloud service. Should any breach of this SLA occur, the Client has the right to terminate service after notifying 1CRM of the breach, as well as any applicable details. 1CRM will endeavour to rectify any such issues that occur, and any 1CRM agent is empowered to offer up to and including a 100% refund of the affected months' service.

8.0 We Warrant

a. We will maintain our server availability on a continuous basis, however do not guarantee continuous Internet service, service at any particular time, or integrity of data stored or transmitted via our systems or via the Internet.

9.0 Indemnity and Limitation of Liability

a. You will indemnify and hold harmless 1CRM and its employees, agents and sub-contractors, against any liabilities (this includes any judgment, liability, loss, costs claims or damage; including litigation costs and reasonable legal fees, and; indirect or special losses or profits, business revenue, goodwill or anticipated savings, consequential or otherwise) resulting from or arising out of your use of the Products and Services or any other obligation under these Terms and Conditions or the Agreement, or any breach of your obligations under these Terms and Conditions or the Agreement.

b. 1CRM assumes no liability for any loss, injury, claim, liability or damage of any kind including loss of business, lost profits, lost data, or failure of security resulting in any way from your use of the services, including without limitation any errors or omissions to any content, any delay or failure of performance, or the unavailability or interruption of service. Accordingly, 1CRM shall not be liable for direct, indirect, special, incidental, consequential, punitive or exemplary damages of any kind whatsoever, whether or not foreseeable (including, without limitation, lawyers' fees) even if it has been made aware of the potential thereof, in any way due to, resulting from, or arising in connection with the services or the failure of a party to perform its obligations, regardless of any party's negligence. Termination of the Agreement shall be your sole and exclusive remedy for any and all damages or injury.

c. 1CRM will not be liable for the inadvertent disclosure of, corruption of, or erasure of data transmitted or received or stored on our system.

10.0 Service and Support Levels

1CRM maintains Customer Service availability during regular business hours, Eastern Standard Time (GMT -5). You may also contact 1CRM Customer Service at any time via the Support Form located on the 1CRM website, or by emailing support@1crm.com. All Clients have a guaranteed one (1) business day response time for all support inquiries. Additional Support packages are available for additional fees. Clients can request additional Support options from their authorized 1CRM agent.

11.0 Signatures

_____
Name of Client Organization

_____
Authorized Signature

_____
Print Name and Title

_____
 1CRM Systems Corp.

_____
Authorized Signature

_____
Print Name and Title